



COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AFFAIRS

Members of the Board

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Pastor Herrera, Jr.
Director

"To Enrich Lives Through Effective and Caring Service"

March 7, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

APPROVE AND ADOPT A RESOLUTION AUTHORIZING THE EXECUTION OF: 1) AN AGREEMENT CONSENTING TO A CHANGE OF CONTROL OF TWELVE CABLE TELEVISION FRANCHISES FROM COMCAST CORPORATION AND/OR THEIR SUBSIDIARIES AND AFFILIATES TO TIME WARNER CABLE, INC. (TRANSACTION #2); 2) A CHANNEL AGREEMENT; AND 3) A SETTLEMENT AGREEMENT WITH COMCAST

(ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and adopt a Resolution consenting to the change of control of the cable television franchises in the unincorporated areas of: Agoura, Glendora, Hacienda Heights, La Habra Heights, Marina del Rey/Franklin Canyon, Rowland Heights, South Whittier, Claremont, Covina, Kagel Canyon, Saugus, and South Areas.
2. Approve and authorize the Director of the Department of Consumer Affairs ("Director") to execute a "Change of Control Agreement", attached hereto in substantially final form.
3. Approve and authorize the Director to execute an "Agreement to Provide a Los Angeles County Government Channel" ("Channel Agreement"), attached hereto in substantially final form, with Time Warner Cable, Inc. ("Time Warner"), Time Warner affiliates, and Comcast of Georgia, Inc.
4. Approve and authorize the Director to execute a "Settlement and Release Agreement" with Comcast of Los Angeles, Inc., attached hereto in substantially final form.

5. Find this action adopting the Resolution approving and authorizing execution of the aforementioned documents categorically exempt under the California Environmental Quality Act (CEQA) pursuant to Class 1, Section (e), of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

On September 14, 1999, the Board of Supervisors ("Board") requested that the Director notify it of cable transfer applications received so that the Board can approve or reject them. This action is in accordance with that directive.

Adelphia Communications Corporation ("Adelphia") and Comcast Corporation ("Comcast") have entered into an Asset Purchase Agreement whereby Comcast intends to purchase Century-TCI California, L.P., which includes 7 of the County's 13 Adelphia cable franchises. Comcast then intends to assign these franchises to a newly formed, wholly-owned Comcast subsidiary called CAC Exchange I, LLC ("CAC"). Comcast and Time Warner Cable, Inc. ("Time Warner") have entered into a separate agreement in which Comcast intends to assign the County's 5 Comcast franchises to another newly formed, wholly-owned Comcast subsidiary called C-Native Exchange, LLC ("CNE"). Once these transactions occur, Comcast will transfer ownership and control of CAC and CNE, and the 12 County franchises held by these two entities, to Time Warner. In a separate transaction, the remaining 6 of the County's 13 Adelphia franchises will be transferred directly to Time Warner. The Department of Consumer Affairs ("DCA") has filed three concurrent Board letters ("Transaction #1," "Transaction #2," and "Transaction #3"), which together describe these transactions.

Outstanding issues must either be resolved, or mutual written agreement reached, by all parties prior to the execution of the Change of Control Agreement. Failure to reach resolution or mutual written agreement as specified in the attached documents could lead to the County's loss of remedies for outstanding issues.

The DCA has reviewed the transactions, determined their impact on the County, and resolved all outstanding compliance issues. Therefore, DCA recommends adoption of the attached Resolution and approval of the attached Change of Control Agreement, Channel Agreement, and Comcast Settlement and Release Agreement.

Implementation of the Strategic Plan Goals

Approval of this recommendation will assist in implementing the Countywide Strategic Plan goal of fiscal responsibility. This will ensure the continuation of revenue provided to the County by statute.

FISCAL IMPACT/FINANCING

There will be no cost to the County. These cable television franchises will continue to generate revenue to the County. Section 622 (b) of the Cable Act of 1984, 47 U.S.C. §542 (b), gives the County the right to collect five percent (5%) franchise fees of the total gross revenues collected by a cable television franchisee over a 12-month period.

In the proposed Comcast Settlement and Release Agreement, the DCA and Comcast have agreed to a settlement amount of \$37,000 to satisfy compliance issues related to the South Areas franchise. As a condition of the settlement terms, this amount must be used for specified purposes.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 17, 2005, the DCA informed your Board that Time Warner submitted applications requesting the approval of a change of control of the franchises held by both Adelphia and Comcast and/or their subsidiaries and affiliates. The intent of the applications is to ultimately transfer the ownership and control of all the franchises held by Adelphia and Comcast to Time Warner. There are a total of 12 cable television franchises involved in the transaction represented in the attached Change of Control Agreement.

The transaction identified in the attached Change of Control Agreement completes the transfer from CAC to Time Warner for the following franchises: Agoura, Glendora, Hacienda Heights, La Habra Heights, Marina del Rey/Franklin Canyon, Rowland Heights, and South Whittier. It was necessary to construct two separate Change of Control Agreements to protect the County should either transaction fail to result in closure. Transaction #1 is described more fully in the Transaction #1 Board letter, and Transaction #2 is described herein.

The Change of Control Agreement also transfers all County franchises held by Comcast to CNE, and then ultimately to Time Warner. These franchises are as follows: Claremont, Covina, Kagel Canyon, Saugus, and South Areas.

Approval of the Change of Control Agreement authorizes the change of control of the cable television franchises as specified in County Code §16.60.170 and 47 U.S.C. §537. Pursuant to Los Angeles County Code Section 16.60.170, a franchisee shall inform the Director of any pending sale, transfer or change of control of the franchises.

As a condition of the County's consent to the requested franchise changes of control, the DCA also negotiated two proposed agreements: (1) the Channel Agreement and (2) the Settlement and Release Agreement.

On May 17, 2005, your Board instructed the Chief Administrative Office to conduct an analysis on how best to implement a County government channel. As a result, in November 2005, an implementation report was issued. The attached Channel

Agreement has been negotiated with Time Warner in order to facilitate this implementation plan. Further, a settlement in the amount of \$37,000 has been negotiated with Comcast to satisfy compliance issues related to the South Areas franchise.

In addition to the DCA's due diligence review, DCA requested that the Auditor-Controller, Audit Division, review the financial condition of Time Warner. The Auditor-Controller reported Time Warner's financial condition to be "fair" and did not object to the change of control. Further, the DCA requested the Department of Public Works to determine if they had any objections to the change of control and they raised no opposition.

The Change of Control Agreement requires Time Warner to comply with all terms and conditions of the cable television franchises, the County Code, and the provisions of the agreement itself. County Counsel has reviewed the attached documents and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

Your Board's adoption of the Resolution and approval and authorization of the aforementioned agreements are categorically exempt under CEQA pursuant to Class 1, Section (e) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services. Time Warner will continue to provide cable television service to the residents of the unincorporated areas and all franchise provisions will remain in effect.

CONCLUSION

It is requested that the Executive Office-Clerk of the Board notify Perry C. Parks, III, Vice President, Governments Affairs, Comcast Cable Communications, Inc., 550 N. Continental Blvd., Suite 250, El Segundo, CA 90245, Kristy Hennessey, Vice President, Government Public Affairs, Time Warner, 303 W. Palm Ave., Orange, CA 92866, Chief Administrative Officer, Auditor-Controller, County Counsel, Department of Public Works, and Department of Consumer Affairs of the Board's action in this matter.

Respectfully submitted,

Pastor Herrera, Jr.
Director

Honorable Board of Supervisors

March 7, 2006

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Enclosures: Change of Control Agreement
Channel Agreement
Comcast Settlement and Release Agreement

c: Executive Officer, Board of Supervisors
Perry Parks, III, Comcast
Kristy Hennessey, Time Warner
Chief Administrative Officer
Auditor-Controller
County Counsel
Department of Public Works

**CHANGE OF CONTROL AGREEMENT
COMCAST TO TIME WARNER**

**AGOURA, GLENDORA, HACIENDA HEIGHTS, LA HABRA HEIGHTS, MARINA
DEL REY, ROWLAND HEIGHTS, SOUTH WHITTIER, CLAREMONT, COVINA,
KAGEL CANYON, SAUGUS, AND SOUTH FRANCHISES**

THIS CHANGE OF CONTROL AGREEMENT ("Agreement") is made this ____ day of
March, 2006, by and between:

1. The County of Los Angeles, California (the "County");
2. Time Warner Cable Inc. ("Time Warner Cable"), a Delaware corporation;
3. Comcast of Georgia, Inc., ("Comcast of Georgia") a Delaware Corporation;
4. C-Native Exchange I, LLC, ("CNE") a Delaware Limited Liability Company;
5. Century-TCI California, LP, ("Century-TCI") a Delaware Limited Partnership;
and
6. CAC Exchange I, LLC ("CAC"), a Delaware Limited Liability Company.

RECITALS

A. The County grants and regulates cable television franchises pursuant to the provisions of Title 16, Division 4 of the Los Angeles County Code, as may be amended from time to time (the "County Code").

B. Comcast of California I, LLC ("CC I"), which is owned and controlled by Comcast of Georgia, owns, operates and maintains cable television systems in the Claremont unincorporated areas of the County, and is providing services in those areas under the terms and conditions of a County franchise granted by Ordinance No. 88-0032F, as amended (the "Claremont Franchise").

C. Comcast of Los Angeles, Inc. ("CLA"), which is owned and controlled by Comcast of Georgia, owns, operates and maintains cable television systems in the

unincorporated Covina areas of the County, and is providing services in those areas under the terms and conditions of Ordinance No. 97-0033F, as amended (the “Covina Franchise”).

D. CLA owns, operates and maintains cable television systems in the unincorporated South areas (including Baldwin Hills, Ladera Heights, and Lennox) of the County, and is providing services in those areas under the terms and conditions of a County franchise granted by Ordinance No. 97-0032F (the “South Franchise”).

E. Comcast of California VII, Inc. (“CC VII”), which is owned and controlled by Comcast of Georgia, owns, operates and maintains cable television systems in the unincorporated Kagel Canyon area of the County, and is providing services in that area under the terms and conditions of a County franchise granted by Ordinance No. 89-0161F, as amended (the “Kagel Canyon Franchise”).

F. Comcast of Newhall, Inc., (“CON”), which is owned and controlled by Comcast of Georgia, owns, operates and maintains cable television systems in the unincorporated Saugus areas of the County, and is providing services in those areas under the terms and conditions of Ordinance No. 87-0169F, as amended (the “Saugus Franchise”). (The Claremont, Covina, Kagel Canyon, Saugus, and South Franchises are hereinafter sometimes collectively referred to as the “Comcast Franchises”). (CCI, CLA, CC VII, and CON are hereinafter sometimes collectively referred to as the “Comcast Subsidiaries”).

G. Century-TCI, as a result of a change of control approved by the County contemporaneous with the County’s approval of the transactions addressed by this Agreement, will be owned and controlled by Comcast Cable Holdings, LLC (“CCH”), a subsidiary of Comcast Corporation (“Comcast”).

H. Century-TCI owns, operates and maintains a cable television system in the unincorporated Agoura areas of the County, and is providing services in those areas under

the terms and conditions of a County franchise granted by Ordinance No. 90-0150F, as amended (the “Agoura Franchise”).

I. Century-TCI owns, operates and maintains a cable television system in the unincorporated Glendora areas of the County, and is providing services in those areas under the terms and conditions of a County franchise granted by Ordinance No. 89-0146, as amended (the “Glendora Franchise”).

J. Century-TCI owns, operates and maintains a cable television system in the unincorporated Hacienda Heights areas of the County, and is providing services in those areas under the terms and conditions of a County franchise granted by Ordinance No. 82-0117F, as amended (the “Hacienda Heights Franchise”).

K. Century-TCI owns, operates and maintains a cable television system in the unincorporated La Habra Heights areas of the County, and is providing services in those areas under the terms and conditions of a County franchise granted by Ordinance No. 86-0113F, as amended (the “La Habra Heights Franchise”).

L. Century-TCI owns, operates and maintains a cable television system in the unincorporated Marina del Rey (including Franklin Canyon) areas of the County, and is providing services in those areas under the terms and conditions of a County franchise granted by Ordinance No. 83-0205F, as amended (the “Marina del Rey Franchise”).

M. Century-TCI owns, operates and maintains a cable television system in the unincorporated Rowland Heights areas of the County, and is providing services in those areas under the terms and conditions of a County franchise granted by Ordinance No. 97-0046F, as amended (the “Rowland Heights Franchise”).

N. Century-TCI owns, operates and maintains a cable television system in the unincorporated South Whittier area of the County, and is providing services in that area under

the terms and conditions of a County franchise granted by Ordinance No. 83-0087F, as amended (the "South Whittier Franchise"). (The Agoura, Glendora, Hacienda Heights, La Habra Heights, Marina del Rey, Rowland Heights, and South Whittier Franchises are hereinafter sometimes collectively referred to as the "Century-TCI Franchises").

O. Comcast and Time Warner Cable Inc. ("Time Warner Cable") have entered into that certain "Exchange Agreement" dated April 20, 2005 (the "Exchange Agreement"), pursuant to which Comcast will:

1. cause Century-TCI to assign the Century-TCI Franchises and associated assets and liabilities to CAC, which will become a wholly-owned subsidiary of Century-TCI;

2. cause Comcast of Georgia to assign the Comcast Franchises and associated assets and liabilities held by subsidiaries of Comcast of Georgia to CNE, which will become a wholly-owned subsidiary of Comcast of Georgia; and

3. transfer 100% ownership and control of CAC and CNE, and control of all of their assets, which will include the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, to Time Warner Cable (this set of transactions will be hereinafter collectively referred to as the "Proposed Exchange Transaction").

P. On June 14 and 15, 2005, Time Warner Cable submitted to the County on behalf of Century-TCI, Time Warner Cable, Comcast, and CAC, materials including FCC Forms 394 dated June 10, 2005 requesting that the County approve the transaction transferring 100% ownership and control of CAC (which will at this point will be a subsidiary of Century-TCI and

Comcast with assets that include the Century-TCI Franchises) from Century-TCI to Time Warner Cable (the “Century-TWC Change of Control Applications”).

Q. On June 14 and 15, 2005, Time Warner Cable also submitted to the County on behalf of Comcast of Georgia, Time Warner Cable, Comcast, and CNE, materials including FCC Forms 394 dated June 10, 2005 requesting that the County approve the transaction transferring 100% ownership and control of CNE (which will at this point be a subsidiary of Comcast of Georgia and Comcast with assets that include the Comcast Franchises) from Comcast of Georgia to Time Warner Cable (the “CGA-TWC Change of Control Applications”).

R. The Proposed Exchange Transaction will result in a transfer of control of CAC, which is subject to the County’s approval under the terms and conditions of the Century-TCI Franchises, and a transfer of control of CNE, which is subject to the County’s approval under the terms and conditions of the Comcast Franchises and the County Code.

S. Time Warner Cable has agreed, upon the closing of the Exchange Transaction, to unconditionally guarantee the performance of CAC under the Century-TCI Franchises; and Time Warner Cable has agreed, upon the closing of the Exchange Transaction, to unconditionally guarantee the performance of CNE under the terms and conditions of the Comcast Franchises and the County Code.

T. The County Board of Supervisors will adopt a Resolution approving the Century-TWC Change of Control Applications and the CGA-TWC Change of Control Applications, subject to certain conditions in the form attached hereto as Exhibit A (“Transfer Resolution”), one of which is the execution and full performance of this Change of Control Agreement by Comcast, CCH, CAC, CNE, Comcast of Georgia, Century-TCI, and Time Warner Cable (hereinafter sometimes collectively referred to as the “Companies”).

NOW, THEREFORE, in consideration of the mutual covenants, agreements, promises and undertakings contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the County and the Companies do hereby agree as follows:

1. TRANSFER OF FRANCHISE

1.1 The County, upon adoption by the Board of Supervisors of the Transfer Resolution, and the satisfaction by the Companies of all conditions established in the Transfer Resolution, consents to the transfer of the ownership and control of CAC and control of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, and the South Whittier Franchise, and each of them, from Century-TCI to Time Warner Cable, as specifically described in the Century-TWC Change of Control Applications. Upon the closing of the Proposed Exchange Transaction (“Closing”), Time Warner Cable will have control of all of Century-TCI’s existing rights and obligations under the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, and the South Whittier Franchise, and each of them, and the County Code.

1.2 The County, upon adoption by the Board of Supervisors of the Transfer Resolution, and the satisfaction by the Companies of all conditions established in the Transfer Resolution, consents to the transfer of the ownership and control of CNE and control of the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them, from Comcast of Georgia to Time Warner Cable, as specifically described in the CGA-TWC Change of Control Applications. Upon the Closing, Time Warner Cable will have control of all of Comcast of Georgia’s and Comcast Subsidiaries’

existing rights and obligations under the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them.

1.3 The County reserves all rights and powers not contrary to the terms of this Agreement, including but not limited to, and without limitation, the following:

1.3.1 Neither this Agreement, the County's consent to the transfer of the ownership and control of any affected Franchise, nor any other action or omission by the County at or before the execution of this Agreement, shall be construed to (i) constitute the County's consent to any future transfer, change of ownership, or change in control of CAC, CNE, Time Warner Cable, the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, or any of them, or any future transfer, change of ownership, or change in control of the cable systems providing services in the unincorporated areas of the County covered by the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, or any of them; or (ii) to mean that the County's consent to any future transaction is not required in accordance with the terms of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, or any of them. Likewise, the County's

consent to the transfer of the ownership and control of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them, shall not expand any rights beyond those contained in ordinances granting these franchises.

1.3.2 Any consent given by the County to the Proposed Exchange Transaction is made without prejudice to, or waiver of, the County's right to fully investigate and consider the financial, technical, and legal qualifications and other relevant facts related to Time Warner Cable, and/or persons or entities owning or controlling or proposing to own or control Time Warner Cable or the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, or any of them, during any future Franchise renewal or transfer process.

1.3.3 Neither the Proposed Exchange Transaction nor this Agreement waives or affects any right with respect to the County's ability at the time of renewal of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them, to consider or raise claims based on defaults, failure to provide reasonable service in light of the community's needs, or failure to comply with the terms, conditions and provisions of

the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them, the County Code, and other applicable law, except as the same would be barred under the Settlement Agreement.

1.3.4 The County's approval of the Proposed Exchange Transaction will in no way be deemed to be an admission that Comcast of Georgia, the Comcast Subsidiaries, and Century-TCI are presently in compliance with all of their obligations under this Agreement or the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise.

1.3.5 This Agreement does not waive or affect any right with respect to Time Warner Cable, CAC, or CNE or any of their successors' future compliance with the terms, conditions, provisions, requirements and other obligations set forth in the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, or any of them, and the County Code, including the County's right to regulate and to compel CAC and CNE and their successors to comply with same.

2. ACCEPTANCE OF FRANCHISE OBLIGATIONS & GUARANTEE

2.1 From and after the Closing, Time Warner Cable accepts control of the Agoura Franchisee and accepts, acknowledges, and agrees that: (i) CAC is bound by all the commitments, duties, and obligations, present, continuing and future, of the Agoura Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.2 From and after the Closing, Time Warner Cable accepts control of the Glendora Franchisee and accepts, acknowledges, and agrees that: (i) CAC is bound by all the commitments, duties, and obligations, present, continuing and future, of the Glendora Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.3 From and after the Closing, Time Warner Cable accepts control of the Hacienda Heights Franchisee and accepts, acknowledges, and agrees that: (i) CAC is bound by all the commitments, duties, and obligations, present, continuing and future, of the Hacienda Heights Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.4 From and after the Closing, Time Warner Cable accepts control of the La Habra Franchisee and accepts, acknowledges, and agrees that: (i) CAC is bound by all the commitments, duties, and obligations, present, continuing and future, of the La Habra Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.5 From and after the Closing, Time Warner Cable accepts control of the Marina del Rey Franchisee and accepts, acknowledges, and agrees that: (i) CAC is bound by all the commitments, duties, and obligations, present, continuing and future, of the Marina del Rey Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.6 From and after the Closing, Time Warner Cable accepts control of the Rowland Heights Franchisee and accepts, acknowledges, and agrees that: (i) CAC is bound by all the commitments, duties, and obligations, present, continuing and future, of the Rowland Heights Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.7 From and after the Closing, Time Warner Cable accepts control of the South Whittier Franchisee and accepts, acknowledges, and agrees that: (i) CAC is bound by all the commitments, duties, and obligations, present, continuing and future, of the South Whittier Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.8 From and after the Closing, Time Warner Cable accepts control of the Claremont Franchisee and accepts, acknowledges, and agrees that: (i) CNE is bound by all the commitments, duties, and obligations of the Claremont Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; and (ii) that the Proposed Exchange Transaction will have no effect on these obligations.

2.9 From and after the Closing, Time Warner Cable accepts control of the Covina Franchisee and accepts, acknowledges, and agrees that: (i) CNE is bound by all the commitments, duties, and obligations, present, continuing and future, of the Covina Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; (ii) and that the Proposed Exchange Transaction will have no effect on these obligations.

2.10 From and after the Closing, Time Warner Cable accepts control of the Kagel Canyon Franchisee and accepts, acknowledges, and agrees that: (i) CNE is bound by all the commitments, duties, and obligations, present, continuing and future, of the Kagel Canyon Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; (ii) and that the Proposed Exchange Transaction will have no effect on these obligations.

2.11 From and after the Closing, Time Warner Cable accepts control of the Saugus Franchisee and accepts, acknowledges, and agrees that: (i) CNE is bound by all the commitments, duties, and obligations, present, continuing and future, of the Saugus Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; (ii) and that the Proposed Exchange Transaction will have no effect on these obligations.

2.12 From and after the Closing, Time Warner Cable accepts control of the South Franchisee and accepts, acknowledges, and agrees that: (i) CNE is bound by all the commitments, duties, and obligations, present, continuing and future, of the South Franchise, the County Code, and all other applicable and lawful County ordinances, rules and regulations, as amended; (ii) and that the Proposed Exchange Transaction will have no effect on these obligations.

2.13 No later than March 7, 2006, Time Warner Cable shall cause CAC to execute and submit to the County an Acceptance of the Franchises (“CAC Acceptance”) in the form attached hereto as Exhibit B; and Time Warner Cable shall cause CNE to execute and submit to the County an Acceptance of the Franchises (“CNE Acceptance”) in the form attached hereto as Exhibit C.

2.14 CAC agrees to assume responsibility and be liable for any acts and omissions, for all purposes, under the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, and the South Whittier Franchise, except such acts and omissions that have been expressly released by the County in the Adelphia Settlement Agreement. Notwithstanding the above, while CAC will be required to cure any existing or future defaults, whether known or unknown, it shall not be liable for any monetary damages, including liquidated damages arising from and after the date CCH takes ownership and control of Century-TCI, for any defaults that existed as of the closing of the Proposed Exchange Transaction, except for those defaults which occur during the period of time commencing on the date CCH takes ownership and control of Century-TCI and ending on the date of the closing of the Proposed Exchange Transaction. Nothing in this Section 2.14 shall be construed to prevent the County from exercising any remedies that may be available under the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, and the South Whittier Franchise, or any of them, or the County Code , including imposing applicable monetary damages, including liquidated damages, on CAC for the failure of CAC to cure defaults where CAC has been provided notice and opportunity to cure the default and had failed to do so.

2.15 CNE agrees to assume responsibility and be liable for any acts and omissions, for all purposes, under the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, except such acts and omissions that have been expressly released by the County in a settlement agreement between the County and Comcast.

2.16 The Companies acknowledge and agree that, by entering into this Agreement, the County reserves all of its rights with respect to the future compliance by Century-TCI and CAC with the terms, conditions, requirements and obligations set forth in the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, and the South Whittier Franchise, and each of them, and the County Code. The Companies acknowledge and agree that, by entering into this Agreement, the County reserves all of its rights with respect to the future compliance by the Comcast Franchisees and CNE with the terms, conditions, requirements and obligations set forth in the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them. No delay or failure to enforce any provision of Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, or any of them, or the County Code, will operate against the County or the Companies as an estoppel or waiver.

2.17 Nothing in this Agreement amends or alters the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, or any of them, or any requirements therein in any way, except as set forth herein.

2.18 Section 16.60.170.B of the County Code requires the County's consent when there has been twenty-five percent (25%) or more change the ownership interest in the franchisee. A change in control of Time Warner Cable shall require the prior consent of the County. Any transaction that would result in a twenty-five percent (25%) or more change in Time Warner Inc's ownership interest shall establish a rebuttable presumption of a change of control of Time Warner Cable.

2.19 CAC and CNE agree to provide a parent company Guarantee of Performance ("Guarantee") from Time Warner Cable acceptable to the County assuring compliance by CAC and CNE with all the obligations of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them, and the County Code, from and after the Closing. No later than March 7, 2006, Time Warner Cable shall execute and submit to the County the Guarantee in the form attached hereto as Exhibit D.

3. EFFECT ON FRANCHISE REQUIREMENTS

3.1 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CAC or Time Warner Cable under the Agoura Franchise and the County Code. All provisions of the Agoura Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.2 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CAC or Time Warner Cable under the Glendora Franchise and the County Code. All provisions of the Glendora Franchise remain in full force and effect and are

enforceable in accordance with their terms.

3.3 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CAC or Time Warner Cable under the Hacienda Heights Franchise and the County Code. All provisions of the Hacienda Heights Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.4 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CAC or Time Warner Cable under the La Habra Heights Franchise and the County Code. All provisions of the La Habra Heights Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.5 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CAC or Time Warner Cable under the Marina del Rey Franchise and the County Code. All provisions of the Marina del Rey Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.6 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CAC or Time Warner Cable under the Rowland Heights Franchise and the County Code. All provisions of the Rowland Heights Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.7 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CAC or Time Warner Cable under the South Whittier Franchise

and the County Code. All provisions of the South Whittier Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.8 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CNE or Time Warner Cable under the Claremont Franchise and the County Code. All provisions of the Claremont Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.9 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CNE or Time Warner Cable under the Covina Franchise and the County Code. All provisions of the Covina Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.10 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CNE or Time Warner Cable under the Kagel Canyon Franchise and the County Code. All provisions of the Kagel Canyon Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.11 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future, from and after the Closing, of CNE or Time Warner Cable under the Saugus Franchise and the County Code. All provisions of the Saugus Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.12 Except as expressly provided to the contrary, nothing in this Agreement diminishes or affects the commitments, duties, and obligations, present, continuing and future,

from and after the Closing, of CNE or Time Warner Cable under the South Franchise and the County Code. All provisions of the South Franchise remain in full force and effect and are enforceable in accordance with their terms.

3.13 The Companies acknowledge that nothing in this Agreement either expands or contracts the rights any party may have under 47 U.S.C. § 546(a)-(g).

4. ADDITIONAL CONDITIONS

4.1 It is expressly recognized by the parties that the County's approval of the Proposed Exchange Transaction will be effective only upon the adoption of the Transfer Resolution by the Board of Supervisors and the timely performance by the Companies of all conditions established in the Transfer Resolution. The execution of this Agreement will in no way bind the County to approve the Proposed Exchange Transaction, and this Agreement will become null and void if the County does not approve the Proposed Exchange Transaction.

4.2 If all of the necessary conditions to the County's approval of the Proposed Exchange Transaction are not executed by all the appropriate Companies when required by the Transfer Resolution, then the County's consent to the Proposed Exchange Transaction will become voidable upon written notice to all parties to this Agreement, and in such case, the Proposed Exchange Transaction will be deemed to have been timely denied on March 7, 2006. In the event that the County's consent to the Proposed Exchange Transaction is timely denied, neither the County nor the Companies waive any rights they have under applicable law, including, without limitation, any rights or privileges under Title 11 of the United States Code (the "Bankruptcy Code").

4.3 Except as provided in Section 4.2, hereof, the Companies hereby agree that any denial of the Century-TWC Change of Control Applications and the CGA-TWC Change of Control Applications pursuant to Section 2 of the Transfer Resolution satisfies the requirements

established by any applicable law including, without limitation, the Cable Communications Policy Act of 1984, 47 U.S.C. § 521 *et seq.*, as amended, the FCC's rules or regulations, the First Amendment of the U.S. Constitution, or any other law or regulation.

4.4 In the event that the County's consent to the Century-TWC Change of Control Applications and the CGA-TWC Change of Control Applications, or any of them, is denied pursuant to Section 2 of the Transfer Resolution, the Companies hereby waive any and all claims that the deemed denial of such consent by operation of this Agreement fails to satisfy the deadlines established by 47 U.S.C. § 537, as amended.

4.5 Pursuant to Section 16.65.025(B) of the County Code, the Companies agree to reimburse the County for the actual and reasonable costs the County has incurred in processing the applications for transfer, not to exceed thirty thousand dollars (\$30,000), within 30 days receipt of an invoice from the County.

4.6 Time Warner Cable shall, within sixty (60) days of the closing of the Proposed Exchange Transaction, conform all insurance certificates to the specifications previously agreed to by the County and Time Warner Cable for the Canyon Country, Stevenson Ranch, and North Torrance County Franchises.

5. RATES

5.1 The Companies covenant, promise, warrant and represent that the costs associated with the Proposed Exchange Transaction itself will not result in any increase in subscriber rates.

5.2 The Companies agree that no payment, expenditure, or other consideration provided pursuant to or arising from this Agreement shall be treated as a cost arising from a condition of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon

Franchise, the Saugus Franchise, and the South Franchise, or any of them, in accordance with 47 C.F.R. § 76.925. The Companies agree that any payment, expenditure, or other consideration provided pursuant to or arising from this Agreement, or any other settlement amounts previously paid by Comcast of Georgia or Century-TCI to the County will not be passed through to subscribers on future bills issued after the effective date of this Agreement. This provision shall not be construed to prevent Franchisee from setting unregulated rates at any level, at its discretion, nor to prevent Franchisee from recovering and itemizing any future payments made for franchise fees, utility user taxes or payments for public, education and government access from subscribers to the extent such recovery and itemization is authorized by applicable law.

5.3 The Companies agree that they waive refund of any amount that the Companies or their predecessors may have at one time paid to the County as a franchise fee on cable modem internet and other high speed data service.

5.4 Nothing in this Agreement, the Acceptance, the Guarantee or the Transfer Ordinance shall restrict the authority of the Companies to establish rates in accordance with FCC regulations.

6. LABOR AND EMPLOYMENT

CAC and CNE shall comply with all applicable state and federal law with respect to labor and employment, including the provisions of the National Labor Relations Act. Subject to the terms of that certain “Asset Purchase Agreement” dated April 20, 2005 between Adelphia Communications Corporation and Comcast (the “Purchase Agreement”), CAC and CNE have agreed to offer all of Century-TCI and Comcast of Georgia employees, save for those employees to whom no offer is to be made pursuant to the provisions of the Purchase Agreement, positions of similar or greater status and aggregate compensation, if employees so desire, subject to completion of the background checks and drug screenings that are part of the customary

employment conditions of CAC and CNE. This provision does not grant the County greater rights or impose any greater obligations than it would otherwise have prior to the date of this Agreement.

7. DISPUTES REGARDING THIS AGREEMENT

7.1 Any material breach of this Agreement will be deemed a material breach of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them, and will be subject to all remedies available for a breach of the respective franchises. The remedies set forth in this Section will be in addition to, and not exclusive of, any other remedies the County may have under this Agreement, the County Code, the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and at law or equity.

7.2 Any material misrepresentation in the Century-TWC Change of Control Applications shall constitute a material violation of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, and the South Whittier Franchise, and each of them; and any material misrepresentation in CGA-TWC Change of Control Applications shall constitute a material violation of the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them, and the County

Code, and the applicable Companies shall be subject to all the remedies available to the County under the respective franchises and the County Code.

8. REPRESENTATIONS AND WARRANTIES

8.1 Each of the Companies hereby covenant, represent and warrant that at the time of the execution of this Agreement: (a) it is a corporation, partnership or limited liability company duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized; (b) the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them, and assuming due execution hereof by the other parties hereto, this Agreement constitute legal, valid and binding obligations of the Companies, and each of them, enforceable in accordance with their terms and the County Code; (c) the execution and delivery of, and performance by the Companies, and each of them, under this Agreement and the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them, where applicable, are within each of the Companies' power and authority without the joinder or consent of any other party except to the extent required by the Bankruptcy Code, and have been duly authorized by all requisite corporate or partnership action on the part of each and are not in contravention of any of the Companies' partnership agreement, charter, bylaws, and/or other organizational documents; and (d) the execution and delivery of this Agreement and attached documents do not contravene, result in a breach of, or constitute a default under any contract or agreement to which any of them is a party or by which

any of them or any of their properties may be bound (nor would such execution and delivery constitute such a default with the passage of time or the giving of notice or both), and do not violate or contravene any law, order, decree, rule, regulation or restriction to which any of them is subject.

8.2 Time Warner Cable covenants, represents and warrants that the Proposed Exchange Transaction will not adversely affect the financial position of CAC, CNE, or Time Warner Cable, or limit the funds available to CAC or CNE.

8.3 Time Warner Cable agrees that, from and after the consummation of the Proposed Exchange Transaction, neither CAC nor CNE will not take any action inconsistent with the promises contained in the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, or any of them, or any requirement of the County Code, and will comply with and cause CAC and CNE, and each of them, to fully comply with all of the terms and conditions set forth in the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, as applicable, this Agreement, and the County Code. To the extent that any provisions of any document associated with the Proposed Exchange Transaction, or any other contract, conflicts with the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, or any of them, the

County Code, this Agreement or applicable federal, state or local laws, the parties agree that any such provision will be of no force or effect as between any of the Companies and the County.

8.4 The Companies acknowledge and agree that the County's consent to the Proposed Exchange Transaction is made in reliance upon the covenants, representations, warranties, documents, and information provided by the Companies in connection with the Century-TWC Change of Control Application, the CGA-TWC Change of Control Application, and each of them. The Companies will be liable for their own representations and warranties relied upon by the County.

8.5 Each of the Companies agrees to indemnify and hold harmless the County against any loss, claim, damage, liability or expense (including, without limitation, all associated costs and expenses) caused directly or indirectly by any representation or warranty made by it Companies which proves to be untrue, incomplete or inaccurate in any material respect.

9 MISCELLANEOUS PROVISIONS

9.1 Effective Date: If all the conditions precedent to the effectiveness of this Agreement occur, the effective date of this Agreement shall be the date of execution by all parties.

9.2 Entire Agreement: This Agreement constitutes the entire agreement and understanding of the parties with respect to the Century-TWC Change of Control Application and/or the CGA-TWC Change of Control Application, and the County's consent to the Proposed Exchange Transaction. No statements, promises or inducements inconsistent with this Agreement made by any party will be valid or binding, unless in writing and executed by all parties. This Agreement may only be modified by written amendments signed by all parties hereto.

9.3 Binding Acceptance: This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors and assigns. Any purported assignment of this Agreement is void without the express written consent of each signatory.

9.4 Voluntary Agreement: This Agreement is freely and voluntarily given by each party, without any duress or coercion, and after each party has consulted with its counsel. Each party has carefully and completely read all of the terms and provisions of this Agreement.

9.5 Counterparts: This Agreement may be executed in several counterparts, each of which when so executed will be deemed to be an original copy, and all of which together will constitute one agreement binding upon all parties hereto, notwithstanding that all parties will not have signed the same counterpart.

9.6 Governing Law: This Agreement will be governed in all respects by the law of the State of California and applicable federal law.

9.7 Time is of Essence: In determining whether a party has complied with any term, condition or provision of this Agreement, the parties agree and understand that time is of the essence.

9.8 Captions and References: The captions and headings of sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions will not affect the meaning or interpretation of this Agreement.

9.9 Severability: If any term, condition, or provision of this Agreement, other than Section 4.1, shall, to any extent, be held to be invalid, preempted, or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective.

AGREED TO THIS ____ DAY OF MARCH, 2006.

County of Los Angeles, California

By: _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

Century-TCI California, L.P

By: _____
[title]

Comcast of Georgia, Inc.

By: _____
[title]

Time Warner Cable Inc.

By: _____
[title]

C-Native Exchange I, LLC

By: _____
[title]

CAC Exchange I, LLC

By: _____
[title]

EXHIBIT A
TRANSFER RESOLUTION

RESOLUTION NO. _____

AN RESOLUTION APPROVING AND CONSENTING, SUBJECT TO CERTAIN CONDITIONS, TO THE TRANSFER OF OWNERSHIP AND CONTROL OF CAC EXCHANGE I, LLC (WHICH WILL BE ASSIGNED FRANCHISES AND CABLE SYSTEMS OPERATING IN THE AGOURA, GLENDORA, HACIENDA HEIGHTS, LA HABRA HEIGHTS, MARINA DEL REY, ROWLAND HEIGHTS, SOUTH WHITTIER UNINCORPORATED AREAS OF THE COUNTY IMMEDIATELY PRIOR TO THE TRANSFER), AND OF C-NATIVE EXCHANGE, LLC (WHICH WILL BE ASSIGNED FRANCHISES AND CABLE SYSTEMS OPERATING IN THE CLAREMONT, COVINA, KAGEL CANYON, SAUGUS, AND SOUTH UNINCORPORATED AREAS OF THE COUNTY IMMEDIATELY PRIOR TO THE TRANSFER), FROM AFFILIATES OF COMCAST CORPORATION TO TIME WARNER CABLE INC.

WHEREAS, Comcast owns and controls Comcast of Georgia, Inc., a Delaware Corporation (“Comcast of Georgia”), which, through various subsidiaries, operates and maintains cable television systems in the unincorporated Claremont, Covina, Kagel Canyon, Saugus, and South areas of the County, and is providing services in those areas under the terms and conditions of County franchises granted by Ordinance Numbers 88-0032F, 97-0033F, 89-0161F, 87-0169F, and 97-0032F, respectively (as amended) (such ordinances and all subsequent ordinances relating thereto shall be referred to collectively as the “Comcast Franchises”); and

WHEREAS, Century-TCI California, L.P. (“Century-TCI”), which is jointly owned by Century-TCI California Communications, L.P. and Century-TCI Holdings, LLC, and affiliated with Adelphia Communications Corporation (“Adelphia”), owns, operates and maintains cable television systems in Agoura, Glendora, Hacienda Heights, La Habra Heights, Marina del Rey, Rowland Heights, and South Whittier areas of the County, and is providing services in those areas under the terms and conditions of County franchises granted by Ordinance Numbers 90-0150F, 89-0146F, 82-0117F, 86-0113F, 83-0205F, 97-0046F, and 83-0087F, respectively (as

amended) (such ordinances and all subsequent ordinances relating thereto shall be referred to collectively as the “Century-TCI Franchises”); and

WHEREAS, Adelphia and Comcast Corporation (“Comcast”) have entered into an “Asset Purchase Agreement” dated April 20, 2005 (the “Purchase Agreement”), pursuant to which Comcast Cable Holdings, LLC (“CCH”), a subsidiary of Comcast, will purchase Adelphia’s joint venture interest in Century-TCI; and

WHEREAS, Comcast and Time Warner Cable Inc. (“Time Warner Cable”) have entered into an “Exchange Agreement” dated April 20, 2005 (the “Exchange Agreement”), pursuant to which Comcast will:

1. cause Century-TCI to assign the Century-TCI Franchises and associated assets and liabilities to CAC Exchange I, LLC (“CAC”), which will become a wholly-owned subsidiary of Century-TCI;
2. cause Comcast of Georgia to assign the Comcast Franchises and associated assets and liabilities to C-Native Exchange, LLC, (“CNE”), which will become a wholly-owned subsidiary of Comcast of Georgia; and
3. transfer 100% ownership and control of CAC and CNE, and all of their assets, which will include the Century-TCI Franchises and the Comcast Franchises, to Time Warner Cable (this set of transactions will be hereinafter collectively referred to as the “Exchange Transaction”); and

WHEREAS, on June 14 and 15, 2005, Time Warner Cable submitted to the County on behalf of Century-TCI, Time Warner Cable, Comcast, and CAC, materials including FCC Forms 394 dated June 10, 2005 requesting that the County approve the transaction transferring 100% ownership and control of CAC (which will at this point will be a subsidiary of Century-TCI and

Comcast with assets that include the Century-TCI Franchises) from Century-TCI to Time Warner Cable (the “Century-TWC Transfer Applications”); and

WHEREAS, on June 14 and 15, 2005, Time Warner Cable also submitted to the County on behalf of Comcast of Georgia, Time Warner Cable, Comcast, and CNE, materials including FCC Forms 394 dated June 10, 2005 requesting that the County approve the transaction transferring 100% ownership and control of CNE (which will at this point will be a subsidiary of Comcast of Georgia and Comcast with assets that include the Comcast Franchises) from Comcast of Georgia to Time Warner Cable (the “CGA-TWC Transfer Applications”); and

WHEREAS, the Proposed Exchange Transaction will result in a transfer of control of CAC, which is subject to the County’s approval under the terms and conditions of the Century-TCI Franchises; and a transfer of control of CNE, which is subject to the County’s approval under the terms and conditions of the County Code and the Comcast Franchises; and

WHEREAS, Time Warner Cable has agreed to unconditionally guarantee the performance of CAC under the Century-TCI Franchises after the close of the Exchange Transaction; and Time Warner Cable has agreed to unconditionally guarantee the performance of CNE under the Comcast Franchises after the close of the Exchange Transaction; and

WHEREAS, at its meeting, duly and regularly held, the Board of Supervisors of the County of Los Angeles, affording due process and opportunity for public participation, hereby finds it in the public interest to grant the transfer of control of CAC and the Century-TCI Franchises from Century-TCI (now owned and controlled by Comcast) to Time Warner Cable; and the transfer of control of CNE and the Comcast Franchises from Comcast of Georgia to Time Warner Cable, subject to the terms and conditions set forth herein.

NOW, THEREFORE,

**THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
RESOLVES AS FOLLOWS:**

Section 1. The County consents to the transfer of control of CAC, and the Century-TCI Franchises, from Century-TCI to Time Warner Cable, and the County consents to the transfer of control of CNE, and the Comcast Franchises, from Comcast of Georgia to Time Warner Cable, subject to the following conditions:

(a) Comcast, Century-TCI, CAC, Comcast of Georgia, CNE and Time Warner Cable (hereinafter sometimes collectively referred to as the “Companies”) shall execute and file with the County a Change of Control Agreement (the “Change of Control Agreement”) in the form and substance acceptable to the County Counsel and the Companies no later than March 7, 2006.

(b) Time Warner Cable, as guarantor, shall file with the County a Guarantee of the performance of CAC under the Century-TCI Franchises; and of the performance of CNE under the Comcast Franchises; in the form and substance acceptable to the Director of the Department of Consumer Affairs (the “Director”), the County Counsel and Time Warner Cable, executed by Time Warner Cable and certified and sworn as to the legally binding act of Time Warner Cable, no later than March 7, 2006.

(c) CAC and CNE shall each file with the County an Acceptance of the Franchises in the form and substance acceptable to the Director, the County Counsel, CAC and CNE, executed by CAC and CNE, respectively, and certified and sworn as to the legally binding act of CAC and CNE, respectively, no later than March 7, 2006.

(d) Time Warner Cable shall execute and file with the County a County Channel Agreement in the form of Exhibit 1 no later than March 15, 2006, unless extended in writing by the Director.

(e) The Proposed Exchange Transaction shall be consummated no later than December 31, 2006 on the terms and conditions that are not in any material respect different from those described in the Century-TWC Transfer Applications, the CGA-TWC Transfer Applications, and other related materials provided to the County, this Resolution, and the Change of Control Agreement.

Section 2. If any of the conditions specified in Section 1 hereof are not both agreed to and timely satisfied, then the County's consent to the transfer of control of CAC and the Comcast Franchises from Century-TCI to Time Warner Cable, and the County's consent to the transfer of control of CNE and the Comcast Franchises from Comcast of Georgia to Time Warner Cable shall be deemed denied as of March 7, 2006 unless extended by the County.

Section 3. Any material misrepresentation in the Century-TWC Transfer Applications shall constitute a material violation of the Century-TCI Franchises and the County Code, subject to all the remedies available to the County. Any material misrepresentation in the CGA-TWC Transfer Applications shall constitute a material violation of the County Code and the Comcast Franchises, subject to all the remedies available to the County.

Section 4. The Director is authorized to execute the Change of Control Agreement on behalf of the County.

Section 5. This Resolution is a final decision of the County on the Century-TWC Transfer Applications, and the CGA-TWC Transfer Applications within the meaning of 47 U.S.C. § 537, and for these purposes the Century-TWC Transfer Applications, and the CGA-TWC Transfer Applications are deemed acted upon when this Resolution is adopted by the Board.

I hereby certify that the foregoing Resolution was adopted at the meeting of the Board of Supervisors of the County of Los Angeles on _____, 2006.

COUNTY CLERK

By: _____

Approved _____

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.
County Counsel

By: _____
Deputy

EXHIBIT B

ACCEPTANCE BY CAC EXCHANGE I, LLC

CAC Exchange I, LLC, (“CAC”) a Delaware Limited Liability Company which is wholly-owned by Time Warner Cable Inc, a Delaware Corporation, hereby accepts, as of the closing of the Proposed Exchange Transaction approved by Resolution No. _____ (the “Closing”), the County franchise granted under the terms and conditions Ordinance No. 90-0150F, as amended (the “Agoura Franchise”); the County franchise granted under the terms and conditions of Ordinance No. 89-0146, as amended (the “Glendora Franchise”); the County franchise granted under the terms and conditions of Ordinance No. 86-0113F, as amended (the “La Habra Heights Franchise”); the County franchise granted under the terms and conditions of Ordinance No. 86-0113F, as amended (the “La Habra Heights Franchise”); the County franchise granted under the terms and conditions of Ordinance No. 83-0205F, as amended (the “Marina del Rey Franchise”); the County franchise granted under the terms and conditions of Ordinance No. 97-0046F, as amended (the “Rowland Heights Franchise”); and the County franchise granted under the terms and conditions of Ordinance No. 83-0087F, as amended (the “South Whittier Franchise”).

By accepting the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, and each of them, CAC further: (1) acknowledges and accepts the County's legal right to issue and enforce the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, and each of them; (2) agrees that it will not oppose the County's intervention in any proceeding affecting any of the

Franchises or obligations thereunder; (3) accepts and agrees to comply with each and every provision of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, and each of them; the County Code, and other applicable law; and (4) agrees that the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, and each of them, was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

CAC declares that it has carefully read all of the terms and conditions of the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, and each of them, and the applicable provisions of the County Code, and accepts and agrees to abide by the same.

As of the Closing, CAC is bound to maintain and operate cable systems under the terms, conditions, provisions and limitations set forth in the Agoura Franchise, the Glendora Franchise, the Hacienda Heights Franchise, the La Habra Heights Franchise, the Marina del Rey Franchise, the Rowland Heights Franchise, the South Whittier Franchise, and each of them, subject to the County Code, as may be amended from time to time, and other applicable law, including all applicable and lawful County ordinances, rules and regulations, as amended.

AGREED TO THIS ____ DAY OF _____, 2006.

CAC Exchange I, LLC

By:_____

EXHIBIT C

ACCEPTANCE BY C-NATIVE EXCHANGE I, LLC

C-Native Exchange I, LLC, (“CNE”) a Delaware Limited Liability Company which is wholly-owned by Time Warner Cable Inc, a Delaware Corporation, hereby accepts, as of the closing of the Proposed Exchange Transaction approved by Resolution No. _____ (the “Closing”), the County franchise granted under the terms and conditions of Ordinance No. 88-0032F, as amended (the “Claremont Franchise”); the County franchise granted under the terms and conditions of Ordinance No. 97-0033F (the “Covina Franchise”); the County franchise granted by Ordinance No. 89-0161F, as amended (the “Kagel Canyon Franchise”); the County franchise granted under the terms and conditions of Ordinance No. 87-0169F, as amended (the “Saugus Franchise”); and the County franchise granted under the terms and conditions of Ordinance No. 97-0032F (the “South Franchise”).

By accepting the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, and the South Franchise, and each of them, subject to applicable law, CNE further: (1) acknowledges and accepts the County's legal right to issue and enforce the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them; (2) agrees that it will not oppose the County's intervention in any proceeding affecting any of the Franchises or obligations thereunder; (3) accepts and agrees to comply with each and every provision of the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them, and the County Code; and (4) agrees that the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of

them, was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

CNE declares that it has carefully read all of the terms and conditions of the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them, and the applicable provisions of the County Code, and accepts and agrees to abide by the same.

As of the Closing, CNE is bound to maintain and operate cable systems under the terms, conditions, provisions and limitations set forth in the Claremont Franchise, the Covina Franchise, the Kagel Canyon Franchise, the Saugus Franchise, the South Franchise, and each of them, the County Code, as may be amended from time to time, and other applicable law, including all applicable and lawful County ordinances, rules and regulations, as amended.

AGREED TO THIS _____ DAY OF _____, 2006.

C-Native Exchange I, LLC

By:_____

EXHIBIT D

TIME WARNER CABLE GUARANTEE

GUARANTEE, dated as of _____, made by TIME WARNER CABLE INC., a Delaware corporation (“Guarantor”), in favor of the County of Los Angeles, California (“Beneficiary”).

WHEREAS, in accordance with the relevant provisions of the County Code of the County of Los Angeles, the Beneficiary, pursuant to Resolutions of the County Board of Supervisors, dated _____ (the “Transfer Resolutions”) has approved:

A. The assignment of the franchise granted by County Ordinance No. 85-0148F, as amended (the “Walnut Park Franchise”), under which Adelphia Communications Corporation (Adelphia) is providing services in the unincorporated Walnut Park areas of the County, and the cable system over which Adelphia is providing services, to Time Warner NY Cable LLC (“TWNKY”), whose indirect parent is the Guarantor;

B. The assignment of the franchise granted by County Ordinance No. 98-0070F, as amended (the “East Los Angeles Franchise”), under which Buenavision Telecommunications, Inc., a California corporation (“BTI”), a wholly owned, indirect subsidiary of Adelphia, is providing services in the East Los Angeles unincorporated area of the County, and the cable system over which BTI is providing services, to TWNY;

C. The assignment of the franchise granted by County Ordinance No. 88-0165F, as amended (the “Acton Franchise”) under which ACC is providing services in the Acton unincorporated areas of the County, and the cable systems over which ACC is providing services, to TWNY;

D. The assignment of the franchises granted by County Ordinance No. 85-0145F, as amended (the “Littlerock Franchise”), and County Ordinance 90-0118F, as amended (the “Palmdale Franchise”), under which Adelphia Communications of California, LLC (“ACOC”), is providing services in the Littlerock (including Lake Los Angeles and Pearland), and Palmdale unincorporated areas of the County, and the cable systems over which ACOC is providing services, to TWNY;

E. The assignment of the franchise granted by County Ordinance No. 84-0007, as amended (the “Green Valley Franchise”), under which Adelphia Communications of California II LLC (“ACC II”), is providing services in the Green Valley (including Leona Valley and Elizabeth Lake) unincorporated areas of the County, and the cable system over which ACC II is providing services, to TWNY;

F. (i) the transfer of control of Century-TCI California, L.P. (“Century-TCI”), which is providing services in the County under the franchises granted by County Ordinance No. 90-0150F, as amended (the “Agoura Franchise”); County Ordinance No. 89-0146F (the “Glendora Franchise”), County Ordinance No. 82-0117F, as amended (the “Hacienda Heights Franchise”) County Ordinance No. 86-0113F, as amended (the “La

Habra Heights Franchise”), County Ordinance No. 83-0205F, as amended (the “Marina del Rey Franchise”), County Ordinance No. 97-0046F, as amended (the “Rowland Heights Franchise”), and County Ordinance No. 83-0087F, as amended (the South Whittier Franchise, under which Century-TCI is providing services in the Agoura, Glendora, Hacienda Heights, La Habra Heights, Marina del Rey (including Franklin Canyon), Rowland Heights, and South Whittier unincorporated areas of the County, and the cable systems over which Century-TCI is providing services, to Comcast Cable Holdings, LLC (“Comcast Cable”); and (ii) the assignment of the franchises and the cable system in these areas from Comcast Cable to CAC Exchange I, LLC (“CAC I”); and the simultaneous transfer of control of CAC I to Guarantor;

G. The assignment of the franchise granted by County Ordinance No. 88-032F, as amended (the “Claremont Franchise”), under which Comcast of California I, LLC (“CC I”) is providing services in the Claremont unincorporated areas of the County, and the cable system over which CC I is providing service, to C-Native Exchange I, LLC (“C-Native I”), which is also owned and controlled by Comcast; and the simultaneous transfer of control of C-Native I from Comcast to Guarantor;

H. The assignment of the franchise granted by County Ordinance No. 89-0161F, as amended (the “Kagel Canyon Franchise”), under which Comcast of California VII, Inc. (“CC VII”) is providing services in the Kagel Canyon unincorporated area of the County, and the cable system over which CC VII is providing service, to C-Native Exchange I, LLC (“C-Native I”), which is also owned and controlled by Comcast; and the simultaneous transfer of control of C-Native I from Comcast to Guarantor;

I. The assignment of the franchise granted by County Ordinance No. 87-0169F, as amended (the “Saugus Franchise”), under which Comcast of Newhall, Inc. (“CON”) is providing services in the Saugus unincorporated areas of the County, and the cable system over which CON is providing service, to C-Native Exchange I, LLC (“C-Native I”), which is also owned and controlled by Comcast; and the simultaneous transfer of control of C-Native I from Comcast to Guarantor;

J. The assignment of the franchise granted by County Ordinance No. 97-0032F as amended (the “South Franchise”), under which Comcast of Los Angeles, Inc. (“CLA”) is providing services in the South (including Baldwin Hills, Ladera Heights, and Lennox) unincorporated areas of the County, and the cable system over which CLA is providing service, to C-Native Exchange I, LLC (“C-Native I”), which is also owned and controlled by Comcast; and the simultaneous transfer of control of C-Native I from Comcast to Guarantor; and

WHEREAS, pursuant to Resolution Nos. ____ and ____, the County’s approval was conditioned, among other things, on Guarantor unconditionally guaranteeing the performance of TWNY, CAC I and C-Native I under the terms and conditions of the franchises granted pursuant to the above-referenced Ordinances, as amended (hereinafter collectively referred to as the “Franchise Ordinances”); and

WHEREAS, Guarantor is the indirect parent of TWNY and, upon closing of the transactions which will result in certain transfers described herein, Guarantor will also become

the indirect parent of CAC I, and C-Native I; and Guarantor will have a substantial interest in the cable systems in each of the County unincorporated areas described herein, as well as in the management and control of TWNY, CAC I, and C-Native I (collectively, the “Transferees”), and in the County franchises granted by the Franchise Ordinances;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Beneficiary to consent to the transfers described above, Guarantor agrees as follows:

1. Interpretive Provisions.

1.1 The words “hereof,” “herein” and “hereunder” and words of similar import, when used in this Guarantee, shall refer to this Guarantee as a whole and not to any particular provision of this Guarantee, and section and paragraph references are to this Guarantee unless otherwise specified.

1.2 The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Guarantee.

2.1 Upon the closing of the Proposed Transaction and Proposed Exchange Transaction described in Resolution Nos. ____ and ____, respectively, Guarantor unconditionally and irrevocably guarantees to Beneficiary the timely and complete performance of all obligations of the Transferees under the Franchise Ordinances (the “Guaranteed Obligations”). The Guarantee is an irrevocable, absolute, continuing guarantee of payment and performance, and not a guarantee of collection. If any Transferee fails to pay any of its monetary Guaranteed Obligations in full when due in accordance with the terms of the Franchise Ordinances, Guarantor will promptly pay the same to Beneficiary or procure payment of same to Beneficiary. Anything herein to the contrary notwithstanding, Guarantor shall be entitled to assert as a defense hereunder any defense that is or would be available to a Transferee under the Franchise Ordinances or otherwise.

2.2 This Guarantee shall remain in full force and effect for so long as any of the Transferees, or their successors or assigns, are providing services over cable systems under the Franchise Ordinances; provided, however, that this Guarantee shall terminate upon the earliest to occur of: (i) performance in full of all Guaranteed Obligations at a time when no additional Guaranteed Obligations remain outstanding or will accrue to any Transferee under the Franchise Ordinances, or (ii) with respect to any particular Franchise Ordinance, any direct or indirect transfer of the rights to provide the services which are the subject of the respective Franchise Ordinances from the applicable Transferee to (or direct or indirect acquisition of the applicable Transferee or any successor thereto by (whether pursuant to a sale of assets or stock or other equity interests, merger or otherwise)) any other person or entity a majority of whose equity and voting interests are not beneficially owned and controlled, directly or indirectly, by Guarantor, so long as any such transfer is approved in writing by the Beneficiary, to the extent approval is required by the applicable Franchise Ordinance; provided that, nothing herein is intended to amend or modify the transfer provisions of the applicable Franchise Ordinances being transferred, or the County Code, including without limitation Section 16.60.170.B of the

County Code, which requires the County's consent when there has been (25%) or more change of the ownership interest in the franchisee.

2.3 In the event of a conflict or contradiction between the forgoing proviso and a Franchise Ordinance or County Code, the language of the Franchise Ordinance or County Code Ordinance will prevail. Upon termination of this Guarantee in accordance with Section 2.2, all contingent liability of Guarantor in respect hereof shall cease and Guarantor shall remain liable solely for Guaranteed Obligations accrued prior to the date of such termination. Except as provided above, no termination, substitution or cancellation of this Guarantee may occur without the prior written approval of the Beneficiary. To the extent that the Beneficiary approves a substitution of the Guarantor under this Guarantee, such substitution will be implemented in a manner that ensures the substitute guarantee is in place and effective prior to or contemporaneously with the termination and/or release of the existing Guarantee.

3. **Waiver.** Guarantor waives any and all notice of the creation, renewal, extension or accrual of any of the Guaranteed Obligations and notice of or proof of reliance by Beneficiary upon this Guarantee or acceptance of this Guarantee. Guarantor waives diligence, presentment, protest and demand for payment to a Transferee or Guarantor with respect to the Guaranteed Obligations; provided, however, that Guarantor shall be furnished with a copy of any notice of or relating to default under the Franchise to which a Transferee is entitled or which is served upon a Transferee at the same time such notice is sent to or served upon a Transferee.

4. **Representations and Warranties.** Each of Guarantor and Beneficiary represents and warrants that: (i) the execution, delivery and performance by it of this Guarantee is within its corporate, limited liability company or other powers, have been duly authorized by all necessary corporate, limited liability company or other action, and do not contravene any law, order, decree or other governmental restriction binding on or affecting it and (ii) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the due execution, delivery and performance by it of this Guarantee, except as may have been obtained or made, other than, in the case of clauses (i) and (ii), contraventions or lack of authorization, approval, notice, filing or other action that would not, individually or in the aggregate, impair or delay in any material respect such party's ability to perform its obligations hereunder.

5. **Binding Effect.** This Guarantee, when executed and delivered by Beneficiary, will constitute a valid and legally binding obligation of Guarantor, enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable bankruptcy, insolvency or other similar laws applicable to creditors' rights generally and by equitable principles (whether enforcement is sought in equity or at law).

6. **Notices.** All notices, requests, demands, approvals, consents and other communications hereunder shall be in writing and shall be deemed to have been duly given and made if served by personal delivery upon the party for whom it is intended or delivered by registered or certified mail, return receipt requested, or if sent by telecopier, provided that the telecopy is promptly confirmed by telephone confirmation thereof, to the party at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such party:

To Guarantor and Transferee:

Time Warner Cable Inc.
290 Harbor Drive
Stamford, CT 06902-6732
Telephone: (203) 328-0631
Telecopy: (203) 328-4094
Attention: General Counsel

To Beneficiary:

County of Los Angeles
Department of Consumer Affairs
B-96 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2706
Telephone: (213) 974-7239
Telecopy: (213) 687-1158
Attention: Director, Department of Consumer Affairs

7. **Integration.** This Guarantee represents the agreement of Guarantor with respect to the subject matter hereof and there are no promises or representations by Guarantor or Beneficiary relative to the subject matter hereof other than those expressly set forth herein.
8. **Amendments in Writing.** None of the terms or provisions of this Guarantee may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Guarantor and Beneficiary, provided that any right, power or privilege of Beneficiary arising under this Guarantee may be waived by Beneficiary in a letter or agreement executed by Beneficiary.
9. **Section Headings.** The section headings used in this Guarantee are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.
10. **No Assignment or Benefit to Third Parties.** This Agreement shall be binding upon and inure to the benefit of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon anyone other than Guarantor and Beneficiary and their respective permitted assigns, any rights or remedies under or by reason of this Guarantee.
11. **Expenses.** All costs and expenses incurred in connection with this Guarantee and the transactions contemplated hereby shall be borne by the party incurring such costs and expenses.
12. **Counterparts.** This Guarantee may be executed by Guarantor and Beneficiary on separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.
13. **Governing Law.** This Guarantee shall be governed by and construed and construed and interpreted in accordance with the laws of the state of California without regard to principles of conflicts of law.

IN WITNESS WHEREOF, each of the undersigned has caused this Guarantee to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

TIME WARNER CABLE INC.

By: _____
Name:
Title:

177205v4

**AGREEMENT TO PROVIDE
A LOS ANGELES COUNTY GOVERNMENT CHANNEL**

WHEREAS, Time Warner Cable Inc., Time Warner Entertainment Company, L.P. and Time Warner Entertainment Company–Advance/Newhouse Partnership, all doing business as Time Warner Cable (hereinafter collectively “TWC”) and Comcast of Georgia Inc. (“Comcast”) operate various cable television systems in portions of unincorporated Los Angeles County pursuant to Los Angeles County’s Master Cable Television Franchise Ordinance, Title 16, Division 4 of the County Code (“Cable Ordinance”) and franchise agreements between the entities referenced above and the County; and

WHEREAS, the County of Los Angeles (“County”) desires a government programming channel, capable of carrying a diverse and updated array of programming, such as contemporaneous meetings of the Board of Supervisors as well as informational programs about County services and events, and transmitting encoded content County-wide, in unincorporated and incorporated areas throughout the entire geographic area of the County; and

WHEREAS, the County desires to have a County Government Channel and is willing to accept the offer of TWC to cablecast Los Angeles County government programming via an on-demand channel (hereinafter “County Government Channel” or “Government Channel”) and TWC is prepared to and will cablecast the County Government Channel throughout the County on the terms and conditions set forth herein below.

NOW, THEREFORE, it is agreed by and among the County, TWC and Comcast as follows:

1. Within ninety days of this Agreement becoming effective (the “Effective Date”), TWC shall provide the Government Channel in the unincorporated areas of Los Angeles County identified in the franchise agreements between TWC and the County referenced as Canyon Country, Stevenson Ranch and North Torrance (the “Initial Territory”).
2. TWC shall make the Government Channel available on the same terms and conditions set forth herein to its customers residing in all parts of the County (both incorporated and unincorporated) outside the Initial Territory by no later than March 31, 2007.
3. In the event that any TWC subscriber or County facility subscribes only to TWC’s analog service, and not its digital service, then TWC shall make available to such subscriber or County facility, at no charge to the subscriber or the County, a standard definition digital converter, which converter shall allow each such subscriber or County facility to view the Government Channel; provided, however, should any such subscriber or County facility receive any digital service other than the County Government Channel,

then such subscriber or County facility shall pay the then current charges for such converter.

4. Within ninety days of this Agreement becoming effective, TWC shall provide at the Kenneth-Hahn Hall of Administration the equipment necessary to establish an encoding work station ("Work Station"), which shall become the registered property of the County and allow the County the ability to encode video programming from VHS, Beta, DVD and other National Television Systems Committee ("NTSC") video source equipment for the Government Channel. VHS, Beta, DVD and other NTSC video source equipment shall be provided by the County. The Work Station shall be capable of allowing the County subscriber menu control (metadata). The County Government Channel shall initially be capable of allowing the County ability to provide and store up to two hundred (200) hours of encoded content that will be made available to subscribers. The County shall be responsible for ensuring that fifty-percent of the encoded content is updated and kept current ("refreshed") every thirty days. The County Government Channel shall be capable of expansion beyond the initial capacity specified above, however, any expansion required by the County shall be at the expense of the County. The cost of maintenance, repair and replacement of the Work Station shall be the responsibility of the County. Any specification changes required by TWC shall be provisioned by TWC to the County or provided at the expense of TWC.

5. Within ninety days of this Agreement becoming effective, Comcast shall provide and continuously maintain under normal operating conditions connectivity from the Kenneth-Hahn Hall of Administration to TWC facilities for the purpose of transporting the encoded content. The content shall be encoded and sent to the Time Warner headend according to the specifications established by TWC. Upon launch of the County Government Channel, TWC shall post within two hours any encoded content it receives from the County and make it available on the cable system. Furthermore, by no later than six months after the initial launch of the County Government Channel, TWC shall post the meetings of the Board of Supervisors within one hour of receiving that specific encoded content and make it available on the cable system. Nothing shall prohibit the County and TWC from exercising good faith efforts to make available encoded content more expeditiously, if technically and reasonably possible. The County Government Channel shall be capable of transmitting the encoded content to cable subscribers. TWC shall promptly notify and, as necessary, update the County as to the location of its headend receiving the transported encoded content.

6. TWC shall also provide training, and appropriate training and instruction materials, to County personnel to operate the equipment at the Work Station (the "WS Equipment"). Such training shall include at least three but not more than ten County employees to operate the WS Equipment competently. Such training may be video recorded by the County for its future training use. Such training shall be completed no later than 120 days after the Effective Date of this Agreement and shall be conducted at reasonable times and locations agreed to by the County and TWC. After providing the training and instructional materials pursuant to this paragraph, TWC shall have no obligation to provide further training to the County under this Agreement and the County

Work Station operators will assume the responsibility of operating the Work Station in a manner that produces encoded content that meets Time Warner's specifications.

7. TWC shall provide customer service and marketing support to make TWC's subscribers aware of the County Government Channel. Such customer service and marketing support shall include, but not be limited to, annually through at least December 31, 2010: (1) a public service announcement ("PSA") which shall be cablecast on such channels and at such times as TWC has slots available, but in no event shall TWC be required to cablecast such PSA more than 10 times per month; (2) three bill messages concerning the Government Channel, such messages to be written by the County but not to exceed 24 words per message and subject to TWC's reasonable approval; and (3) one separate color bill insert concerning the Government Channel, such insert to be prepared by the County according to TWC specifications. On an ongoing basis, TWC shall provide, at a minimum: (a) annually information to all analog only subscribers notifying them of the availability of the free standard definition digital converter, as specified in Section 3 herein; (b) inclusion of the County Government Channel in all channel line-up listings TWC uses or produces, including but not limited to electronic guides, screen and website crawls, as well as hardcopy formats; the foregoing shall not preclude the County from reaching a separate arrangement with any entity for the provision of itemized programs listings; and (c) training of TWC personnel who interact with subscribers regarding the availability of the County Government Channel and how to access it. In addition, TWC shall participate in a marketing and launch campaign including media releases and ad avails.

8. TWC will assign the same numerical channel designation to the County Government Channel on all its systems it owns, operates or over which it has control within the County.

9. The content of the Government Channel shall be non-commercial and the County shall be solely responsible for the content.

10. The County agrees that in those County franchise areas where TWC makes the County Government Channel available via an on-demand channel, TWC shall be deemed to have satisfied its obligation under Section 16.68.070 of the County Code to provide one dedicated channel for the exclusive use of the County, by full and continuous compliance with the terms and conditions of this Agreement. In addition, TWC shall be deemed to satisfy its obligation under Section 16.68.040 of the County Code to interconnect its cable system to any other cable system operating in the County of Los Angeles, by full and continuous compliance with the terms and conditions of this Agreement. Finally, TWC shall be deemed to have satisfied its obligation under the relevant portion of Section 16.68.090 of the County Code to provide return capability for the exclusive county use channel or Government Channel, by full and continuous compliance with the terms and conditions of this Agreement.

11. TWC agrees that no payment, expenditure, or other consideration provided pursuant to or arising from this Agreement constitutes a franchise fee within the meaning of 47 U.S.C. § 542.

12. Each person executing this Agreement on behalf of a corporation or other legal entity warrants that he or she holds the position indicated beneath his or her signature and that he or she has been duly authorized by said corporation or other legal entity to execute this Agreement on its behalf.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective affiliates, successors and assigns.

14. This Agreement sets forth the entire Agreement between the parties relating to the subject matter of this Agreement. No statements, promises or inducements inconsistent with this Agreement made by any party will be valid or binding unless in writing and executed by all parties. This Agreement may only be modified by written amendments signed by all parties hereto.

15. In addition to the documents to be delivered as provided in this Agreement, each of the parties agrees to execute and deliver such additional documents and take such other action as may be reasonably required to carry out the terms of this Agreement. Without limiting the foregoing, the County agrees to pass any resolution or other legislative act required to implement the terms of this Agreement.

16. No breach of any provision of this Agreement can be waived unless in writing. Waiver of any one breach of this Agreement shall not be deemed to be a waiver of any other breach of that or any other provision of this Agreement.

17. A violation of any provision of this Agreement will result in damages to the County, therefore, the remedies specified in the franchise agreements and County Code, Title 16, Division 4, including but not limited to those liquidated damages contained in Section 16.60.157 thereof, may be applied by the County.

18. The obligations of the parties under this Agreement shall continue for the life of the franchises and any extension thereof, unless modified by the parties. No modification or amendment of any of the terms or provisions of this Agreement shall be binding upon any party to this Agreement unless made in writing and signed by such party or by a duly authorized representative or agent of such party.

19. No party to this Agreement or such party's attorney shall be deemed to be the drafter of this Agreement for purposes of interpreting or construing any of the provisions of this Agreement. This Agreement shall be interpreted in accordance with the fair meaning of its language and not strictly for or against any of the parties to this Agreement.

20. This Agreement may be executed in any number of copies by the parties to this Agreement on separate counterparts and will become effective upon signature by all parties upon one or more of such counterparts.

21. Neither party shall be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, unavailability of materials, or equipment, war or act of war (whether an actual declaration

of war is made or not), insurrection, riot, civil disturbance, sabotage or vandalism, customer tampering or interference, act of public enemy, accident, fire, flood, or other event, to the extent that such cause or event is beyond the control of the affected party.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement on March____, 2006 (the “Effective Date”).

THE COUNTY OF LOS ANGELES

TIME WARNER CABLE, INC.

By: _____

By: _____

Its: _____

Its: _____

TIME WARNER ENTERTAINMENT
COMPANY, L.P

By: _____

Its: _____

TIME WARNER ENTERTAINMENT
COMPANY – ADVANCE/NEWHOUSE
PARTNERSHIP

By: _____

Its: _____

COMCAST OF GEORGIA, INC.

By: _____

Its: _____

COMCAST AND COUNTY OF LOS ANGELES

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release is entered into this ____ day of _____, 2006, by and between the County of Los Angeles, California ("County") and Comcast of Los Angeles, Inc. ("Comcast"), Franchisee.

WHEREAS, the County granted a cable television franchise to operate a cable television system in unincorporated County areas commonly referred to as the "South areas" franchise, pursuant to Ordinance 97-0032F, as amended to Comcast.

WHEREAS, beginning in 2002 to the present, the County has raised compliance issues relating to: 1) the provision of cable services to residents in the unincorporated area of the County in Marina del Rey; and 2) connection of five schools the South franchise area known as Dolores Huerta Elementary, Buford Avenue Elementary, Juan de Anza Elementary, Lennox Middle School and 54th Street Elementary (collectively referred to as the "Disputed Claims").

NOW, THEREFORE, in consideration of the foregoing, the parties to this Agreement now desire to settle all issues arising out of the Disputed Claims and agree as follows:

1. Comcast agrees that within thirty (30) days after the execution of this Settlement Agreement, Comcast shall pay the County Thirty-Seven Thousand Dollars (\$37,000) ("the Settlement") to settle the Disputed Claims and resolve the outstanding issues.
2. The County agrees to release any and all claims arising from the Disputed Claims.
3. Each party acknowledges and agrees that this Agreement accomplishes the compromise of the Disputed Claims and is not intended to constitute an admission of liability, wrongdoing or error on the part of any party or their respective employees, agents, attorneys, representatives, or parent, subsidiary or affiliated companies. Comcast expressly denies any liability, wrongdoing or error.
4. Each party agrees that no payment, expenditure, or other consideration provided pursuant to or arising from this Agreement shall be treated as a cost arising from a condition of the South Areas franchise in accordance with 47 C.F.R. § 76.925.
5. Each party agrees that any payment, expenditure, or other consideration provided pursuant to or arising from this Agreement does not constitute a franchise fee within the meaning of 47 U.S.C. § 542 and will not be passed through to subscribers.
6. This agreement shall be effective upon execution by the County and Comcast.
7. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative, have executed this Agreement.

BY: _____

Deborah Picciolo

Regional Senior President

Southern California Region

Comcast Cable

On behalf of: Comcast of Los Angeles, Inc.

BY: _____

Pastor Herrera, Jr.

Director

County of Los Angeles

Department of Consumer Affairs